



County of San Bernardino

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**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>THEKEIT634</b>	<b>SC</b>	Dept. <b>ADV</b>	<b>A</b>	Contract Number	
County Department <b>LAND USE SERVICES DEPARTMENT</b>			Dept. <b>ADV</b>	Orgn. <b>ADV</b>	Contractor's License No.	
County Department Contract Representative <b>MATTHEW W. SLOWIK</b>			Telephone <b>74372</b>		Total Contract Amount <b>\$ 145,582</b>	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount <b>\$ 145,582</b>		Amendment Amount
Fund <b>AAA</b>	Dept. <b>ADV</b>	Organization <b>ADV</b>	Appr. <b>200</b>	Obj/Rev Source <b>2445</b>	GRC/PROJ/JOB No. <b>11406ER1</b>	Amount <b>\$ 145,582</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name <b>P &amp; V Development</b> <b>Project EIR</b>			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			<b>02-03</b>	<b>\$ 48,528</b>		
			<b>03-04</b>	<b>\$ 97,054</b>		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

The Keith Companies Inc.

hereinafter called "Consultant"

Address

22690 Cactus Avenue, Suite 300

Moreno Valley, CA 92553-9024

Telephone

(909) 653-0234

Federal ID No. or Social Security No.

330203193

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WHEREAS**, the County seeks professional consulting services to prepare an Environmental Impact Report (EIR), Mitigation Monitoring and Reporting Program (MMRP), and Findings of Fact and Statement of Overriding Considerations for the P & V Development project in Oro Grande, Lenwood, and Helendale areas; and,

**WHEREAS**, the Consultant has the personnel, expertise, and equipment to perform this service;

**NOW, THEREFORE**, in consideration of mutual covenants provided herein, the parties hereto agree to the following terms and conditions of this contract (Contract), including the detailed scope of work, budget and schedule of deliverables.

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1. Consultant will perform professional services upon terms and for the payments as described herein.
2. Consultant will prepare the Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), and Findings of Fact and Statement of Overriding Considerations in a format approved by County for the P & V Development Project. The Consultant shall meet with appropriate County staff to verify data, analysis, significance determinations, and mitigation measures, prior to submittal of the Screencheck EIR.
3. County retains Consultant on an independent contractor basis, and Consultant is not an employee of County. Any personnel performing the services under this Contract on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Contract and as required by law. Consultant shall be responsible for all reports and obligations, respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.
4. Except as provided herein, the Consultant, its employees, agents, and subcontractors shall not accept any employment which in any way pertains to the subject of this Contract or the project hereof, until all work under the terms of this Contract is completed or terminated.
5. As total consideration for performing all the duties of this Contract, for all costs, expenses and obligations incurred by Consultant, County shall pay Consultant a sum not to exceed \$145,582. The project cost is itemized in Attachment 2, Budget. This sum is to be paid as follows: 1/3 of said sum (\$48,528) to commence work, 1/3 (\$48,527) upon delivery of the Draft EIR and 1/3 (\$48,527) upon delivery of the Final EIR. In the event of a conflict between the main body of this Contract and Attachment 2, Budget, the main body of this Contract shall control.
6. Consultant shall maintain complete and accurate records with respect to costs incurred under this Contract. All such records shall be clearly identifiable. Consultant shall allow a representative of County during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of three years from the date of final payment under this Contract.
7. Consultant shall, at its sole cost and expense, prepare a Screencheck EIR and a corrected Draft EIR in accordance with the requirements of the California Environmental Quality Act, and the practices and procedures of the San Bernardino County Land Use Services Department. It is understood that the Screencheck EIR shall be a complete, bound document that includes all sections, references, and figures.

The corrected Draft EIR shall satisfy the requirements of the County and any Responsible Agencies according to the above law and regulations and guidelines. Except as otherwise provided specifically in this Contract, assistance of County staff to Consultant shall be limited to supplying of source documents when necessary, on County premises. No compiling of data shall be done by County staff.

8. The EIR shall be prepared in conformance with the Scope of Services set forth in Attachment 1, Scope of Services. In the event of a conflict between Attachment 1, Scope of Services, and the main body of this Contract, the main body of this Contract will control. Services not within the terms of

the Scope of Services shall not be rendered by Consultant unless such extra services shall first be authorized by an amendment to this Contract.

9. The members of Consultant's staff, and other parties whom Consultant will procure to contribute to the preparation of the Environmental Impact Report, and the nature of such contributions shall be as set forth in this Contract.
10. Consultant has identified Kent Norton as the designated representative ("Representative") to meet at County premises with, and consult with, County staff prior to submittal of any EIR's and any hearings. Consultant shall also provide the Representative at any required hearings of the Planning Agency, at which time the Representative shall be prepared to respond to questions raised pertaining to the Environmental Impact Report.
11. All drafts and reports sent by Consultant to County shall be in a normal format for an Environmental Impact Report, double spaced and suitable for duplication by either offset or office copier method. The completed Draft and Final EIR shall be single spaced and reproduced on both sides of each page.
12. On or before September 8, 2003, Consultant shall submit to County a Screencheck of the Environmental Impact Report with three copies of same. County staff may require amendments, corrections, and/or supplemental material, all pursuant to the requirements mentioned in Paragraph Seven (7) above.
13. Within two weeks after receiving the Screencheck EIR back from the County staff, Consultant shall submit to County Advance Planning Division staff a corrected draft of the Environmental Impact Report with 100 copies of same. Any alterations to the Screencheck as determined by County staff shall be incorporated into the corrected draft. This corrected draft shall be reviewed at a public hearing before the Planning Agency. In addition, the Consultant shall submit the DEIR as follows: one (1) single-sided reproducible original and one (1) copy on CD-ROM in Adobe Acrobat 4.0 format (.pdf), which includes graphics and tables, with text in MS WORD 97 format.
14. If the Draft EIR must be further altered before the Planning Agency will approve same, the Consultant shall make the alterations as required by the Planning Agency. Alterations to the Environmental Impact Report arising from a Planning Agency hearing may take the form of an addendum to the Report, or the alterations may be incorporated into the text of the Report. The Planning Agency shall determine the manner by which the alterations will be added to the Report. The Planning Agency may, at its discretion, require further review of the Environmental Impact Report at a public hearing before a determination on adequacy of the Report is made. Consultant shall deliver 100 copies of the Final EIR within two weeks after the County delivers all comments received during the review and comment period. These copies shall include any revisions required by the Planning Agency and responses to all comments submitted during the review and comment period. As with the Draft EIR, the Consultant also shall submit the Final EIR as follows: one (1) single-sided reproducible original and one (1) copy on CD-ROM in Adobe Acrobat 4.0 format (.pdf), which includes graphics and tables, with text in MS WORD 97 format.
15. Consultant shall not be responsible for alterations or addenda requiring lengthy treatment or new research, when such alterations or addenda result from new information which could not reasonably have been anticipated at the time of Contract initiation. An example of such unanticipated new information would be a redesign of the project after Contract initiation. In this event, the County may

elect to negotiate a new Contract with Consultant or another party for completion of additional work required. However, Consultant shall be responsible for alterations or addenda to the Report for items that were known or which could have been reasonably anticipated at the time of Contract initiation and for which additional comment was required during review of the Report.

16. Time is of the essence in completion of the duties of this Contract.
17. At its option, the County may terminate the whole or any part of this Contract at any time by written notice to the Consultant, whether or not Consultant is in default. Upon such termination, Consultant shall deliver to County all documents, drafts, reports, materials and work of any nature pertaining to this Contract and in the possession of Consultant or under its control. In such event, Consultant shall be paid for the work adequately performed under the Contract to date of termination and for reasonable termination costs. Payment for work adequately completed under Contract to date of termination shall be made strictly on the basis of the percent of work adequately completed under the terms of this Contract. The percent of work adequately completed to date of termination shall be the percent of the total Contract sum which will be paid to Consultant. The Planning Officer shall determine the percent of work adequately completed to date of termination. The Planning Officer shall determine the amount of reasonable termination costs to be paid. The total sum paid to Consultant in the event of Contract termination cannot exceed the total of the Contract as set forth in Paragraph Five (5). In the event of termination, the County may complete the necessary work with its own staff or Contract with another party to do the same, in any event using any and all materials existing at such time. The Land Use Services Director, or authorized designee, shall have the power to exercise the County's right of termination under this paragraph.
18. All memoranda, reports, drafts, communications or Environmental Impact Reports to be sent to County under the Contract shall be sent to:  
  
**Matthew W. Slowik, Senior Associate Planner  
LAND USE SERVICES DEPARTMENT, ADVANCE PLANNING DIVISION  
385 N. ARROWHEAD AVENUE, FIRST FLOOR  
SAN BERNARDINO, CA 92415-0182**
19. All notices permitted or required under this Contract shall be given to the respective parties at the following addresses or at such other address as the respective parties may provide in writing for this purpose:  
  
**CONSULTANT:**      **The Keith Companies Inc.  
22690 Cactus Avenue, Suite 300  
Moreno Valley, CA 92553-9024**  
  
**COUNTY:**            **DIRECTOR, LAND USE SERVICES DEPARTMENT  
385 N. ARROWHEAD AVENUE, THIRD FLOOR  
SAN BERNARDINO, CA 92415-0182**
20. The Contract described herein is not assignable.
21. Standard of Care; Licenses. Consultant shall perform the Services under this Contract in a skillful and competent manner. Consultant shall be responsible to County for any errors or omissions in its execution of this Contract. Consultant represents and warrants to County that it has all licenses, permits qualifications and approvals of whatever nature that are legally required to practice its

profession and perform the Services. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Contract.

22. Indemnification – The Consultant agrees to indemnify, defend with counsel approved by the County and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Consultant's acts, errors, or omissions and/or willful misconduct and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

23. Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation: A program of Worker's Compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant has no employees, it may certify or warrant that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirements for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Consultants that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omissions Liability Insurance: Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate, or
- Professional Liability Insurance: Professional liability insurance with limits of least \$1,000,000 per claim or occurrence.

#### Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

### Waiver of Subrogation Rights

Consultant shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, consultants and sub-contracted consultants.

### Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### Proof of Coverage

The Consultant shall immediately furnish certificates of insurance to the Land Use Services Department evidencing the insurance coverage, including endorsements above, required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice (ten (10) days for cancellation due to nonpayment of premium) to the Department; and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Consultant shall furnish certified copies of the policies and all endorsements.

### Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonable related to the County's risk.

24. For purposes of the Contract, San Bernardino County shall be considered the Contract Administrator. There must be a written authorization from the County for any variance from the terms of this Contract.
25. No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach, or of such provision. Failure of the Consultant or the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
26. The invalidity in whole or in part of any provisions of this Contract shall not void or affect the validity of any other provision.
27. This Contract shall be governed by the laws of the State of California and constitutes the entire Contract between the parties and supersedes all prior negotiations, discussions and preliminary understanding. This Contract may be amended as the County and Consultant mutually agree in

writing. Any such amendment must be signed and approved by authorized representatives of the Consultant and the County and approved by the Board of Supervisors of the County.

28. The parties each acknowledge that this Contract has been entered into and is to be performed in the County of San Bernardino, State of California. Venue for any lawsuit pertaining to this Contract shall be consolidated Superior/Municipal Courts of California, County of San Bernardino, Central District. Each of the parties hereby waives any rule of law or rule of court that would allow it to request or demand a change in venue. If any action concerning this Contract is brought by any third party, the parties shall use their best efforts to obtain a change in venue to the Central District of San Bernardino County.
29. The Consultant agrees to comply with the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, title VII of the Civil Rights Act of 1964, County Policy 11-15 and other applicable Federal, State, and County laws, regulations and policies, including laws and regulations hereafter enacted. Consultant shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.
30. Consultant shall comply with the County's recycled product purchasing standards policy which requires consultants to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever practical.
31. Conflict of Interest: Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officer, employees, or subcontracted consultants, and the County. Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Consultant or officer or employee of the Consultant. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, the County may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
32. Former County Officials: Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County administrative official is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this Contract, the County determines that the Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the

County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

33. Attorney Fees and Costs. If any legal action is instituted to enforce any of the parties' rights hereunder, each of the parties shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 22, Indemnification.
34. JURY TRIAL WAIVER. The parties hereby waive their respective rights to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either of the parties against the other on any matter arising out of, or in any way connected with, this Contract, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
35. CONSENT. Whenever consent or approval of any of the parties is required, that party shall not unreasonably withhold or delay such consent or approval.
36. VENUE. The parties acknowledge and agree that this Contract was entered into, and intended to be performed, in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.
37. EXHIBITS. All exhibits or attachments referred to are attached to this Contract and incorporated by reference.



**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed as of the day and year first written herein,

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
Clerk of the Board of Supervisors of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_The Keith Companies Inc.\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_George Lenfestey\_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_President, Inland Empire Division\_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_22690 Cactus Avenue, Suite 300\_\_\_\_\_  
\_\_\_\_\_Moreno Valley, CA 92553-9024\_\_\_\_

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► County Counsel	►	► Department Head
Date _____	Date _____	Date _____

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

# ATTACHMENT 1

## SCOPE OF SERVICES

The following scope of services is proposed to successfully complete the P&V Enterprises High Desert Residential project within the necessary schedule and budget:

### TASK A. REVIEW OF TECHNICAL STUDIES

The Keith Companies (TKC) team members will review the following materials for completeness adequacy:

- Leighton & Associates staff will review available geotechnical, geophysical, and soils reports/data, including the mineral reports by Sousa & Associates, and any related design recommendations;
- George Dunn Engineering staff will review the existing traffic report and available traffic data; discuss issues as necessary with the County Traffic Planning group;
- Giroux & Associates staff will review available air quality and noise analyses in the general area for thresholds and constraints;
- MBA staff will review available data on listed and otherwise sensitive species in the project area, including the Record of Decision from the 1991 Land Tenure Adjustment with BLM to determine what areas need additional analysis;
- TKC's Cultural Resources staff will review existing cultural surveys by Cunkleman or other similar types of data from surrounding properties
- TKC's Engineering staff will review the existing hydrology report by Plotnik & Associates and determine what areas need additional analysis;
- TKC's Planning staff will review all of the project documents and discuss them with the appropriate team member(s).

Based on this review, TKC will provide County staff with a letter reporting the accuracy and completeness of the project's existing data within 2 weeks of project initiation.

### TASK B. PROJECT INITIATION/NOTICE OF PREPARATION (NOP)

In conjunction with Task A, TKC team members will meet with County staff to discuss the EIR scope, schedule, potential issues, community meetings, etc. TKC will also review the available project materials at or immediately after this meeting to identify any additional materials needed to complete the scope of work.

As part of this task TKC will prepare a **Project Description** for review and approval by County staff, based on input as appropriate from the project applicant. TKC has found that disagreement over the project description once the environmental analysis, or worse, after the document has been circulated, can lead to lengthy delays or even recirculation of the EIR in extreme cases. That is why TKC "sets the ground rules" first by firmly establishing the scope of the project to be evaluated in the EIR.

In this same vein of "no surprises," TKC also prepares a draft description of several possible **alternatives** so staff members have time to discuss, modify, or add to them to help focus on the EIR evaluation. The alternatives are then finalized after completion of the Environmental Evaluation (Task D), based on what (if any) significant impacts are created by the project, even with implementation of mitigation.

TKC will also assist the County regarding a Notice of Preparation (NOP) is so desired by the County. TKC can assist in developing an NOP mailing list, State Clearinghouse forms or contacts, or agency/organization contacts during the NOP process.

## **TASK C. DATA COLLECTION/SCOPING**

TKC understands that much of the data necessary for preparation of the EIR is most likely available from existing planning and environmental documents, including County records and EIRs in surrounding communities (e.g., Barstow, Victorville). TKC will utilize these existing resources to the extent possible in preparing this EIR.

Responsible agencies will be contacted by telephone or in writing as needed to collect the necessary data, and NOP responses from affected agencies will be reviewed and incorporated into the Screencheck EIR document (Task F). In addition to data review, TKC will utilize information from the Initial Study (IS) and Notice of Preparation (NOP) for circulation to affected agencies to help scope the project EIR.

TKC proposes the County hold at least one **Community Forum** to allow desert residents an opportunity to express their concerns and ask questions of County and TKC staff regarding the project and EIR process. This will also be a chance to help scope the EIR document, discuss possible mitigation, and potential alternatives. A meeting technique called “constructive disagreement” will be used to develop positive ideas and recommendations regarding the project, since local residents are more likely to want the project to simply “go away” rather than to discuss ways to make the project more compatible with the area. TKC recently conducted a successful meeting of this type for a small but controversial mixed-use project in the City of Corona (contact: Peggy Temple).

## **TASK D. TECHNICAL STUDIES**

TKC will coordinate and manage the following technical studies to support its work program:

### **1. Biological Resources – Michael Brandman Associates (MBA)**

MBA will review the Record of Decision (ROD) and accompanying Biological Opinion (BO) prepared by the BLM in 1991 for the land tenure adjustment. MBA will then contact resource agencies regarding current studies or data relative to listed or otherwise sensitive species in the project area. MBA understands that the ROD and BO only apply to portions of the project area. MBA will also contact the California Department of Fish and Game relative to stat listed species, and will utilize data from the State's Natural Diversity Data Base to identify listed or otherwise sensitive species that may occur in the project area.

After all background data has been collected and evaluated, MBA will assess biological resources on those portions of the site that were not covered by the ROD/BO from 1991, or that require additional evaluation based on current conditions. MBA will also evaluate desert drainages and washes to determine if any wetland or related habitat is present.

Based on this work, MBA will prepare a new Biological Assessment Report with impact analysis and recommended mitigation measures for the project site. MBA will prepare an executive summary with separate discussions for each species, subject to review and approval by County Museum staff. MBA will prepare a report suitable for inclusion in the appendices of the EIR.

**NOTE:** At this time, MBA does not propose to conduct protocol surveys for the desert tortoise, sensitive plants, or actually delineate specific drainages or washes within the project area. MBA's efforts will be focused on identifying resources and restrictions or requirements for future development, since the timing of improvements or new housing is not known at this time and will likely occur on a parcel by parcel basis (i.e., sporadic or isolated).

### **2. Traffic Study – George Dunn Engineering (GDE)**

GDE will work closely with County Traffic Planning staff to identify the various parameters of the traffic

study for this project. GDE plans on using existing recent traffic data collected from National Trails Highway as the basis for their analysis. Based on recent experience, GDE proposes to evaluate weekday AM and PM peak traffic at the following intersections: a) National Trails Highway at the project access points; b) National Trails Highway at Vista Road; c) Vista Road at Helendale Road; d) National Trails Highway at Air Expressway; and e) National Trails Highway at the I-15 Ramps. GDE will investigate existing roadway and traffic conditions, and estimate trip generation based on project characteristics and anticipated timing (phasing). GDE will prepare traffic forecasts and analyze traffic impacts in compliance with the County's Congestion Management Plan, but will not perform any separate regional traffic modeling as part of this work.

GDE will use TRAFFIX software to evaluate the following traffic conditions: a) existing conditions; b) future with "no build" at the project opening date; c) future with project at opening date; d) year 2020 with "no build"; and e) year 2020 with project traffic. GDE will evaluate volume to capacity (V/C) ratios and Level of Service (LOS) values for affected intersections. Fair share calculations will also be performed. As part of this work, GDE will also evaluate the potential access points to this project and determine areas of high and low feasibility. Finally, GDE will prepare a traffic report suitable for inclusion in the appendices of the EIR.

### 3. Air Quality Study – Giroux & Associates (G&A)

G&A will prepare an air quality study for the proposed project. First G&A will update atmospheric environment setting sections for the project area based on data from the Mojave Desert AQMD Victorville air monitoring stations. Next, G&A will calculate temporary construction activity emissions using procedures identified within the SCAQMD CEQA Air Quality Handbook (1993), particularly, particularly for fugitive dust.

G&A will calculate regional vehicular emissions using the California Air Resources Board (ARB) URBEMIS2001 computer model. They will also evaluate the potential for any microscale air pollution "hotspot" formation at up to twenty four (24) project area intersections using a screening procedure based upon the CALINE4 line source dispersion model. As part of this work, they will discuss the impact potential from nearby mineral resource development upon pollution-sensitive project uses.

Once that is done, G&A will evaluate the project's consistency with the Mojave Desert Air Basin Regional Air Quality Management Plan in terms of land use planning consistency. As part of this, G&A will identify any potentially applicable mitigation measures, including any relevant transportation control measures (TCMs) incorporated into the air basin portions of the California State Implementation Plan (SIP). They will also discuss the potential effects on local air quality of cumulative development in the area, as well as compare air quality impacts of alternatives to those of the proposed project. Finally, G&A will summarize its findings in a "stand-alone" draft air quality technical report in a setting/impact/mitigation format suitable for inclusion in the EIR appendices.

### 4. Noise Study – Giroux & Associates (G&A)

G&A will prepare a noise analysis of the project by accomplishing the following tasks. G&A will perform limited on-site ambient noise monitoring to update our previous baseline noise characterization of the area. They will then develop a baseline traffic noise exposure profile in terms of the CNEL noise metric using the FHWA Model with the latest California vehicle noise curves (CALVENO). Using that data, G&A will prepare a no-project versus with-project mobile noise impact comparison, including any viable project alternative development scenarios. Identify specific sensitive receiver locations where mobile source noise impacts may adversely affect existing residents. They will also evaluate stationary noise impacts from temporary on-site construction noise sources.

Next, G&A will relate project noise impacts to the Noise Element noise/land use compatibility guidelines in

the San Bernardino County General Plan Noise Element and other applicable noise exposure regulations. They will develop a noise impact mitigation plan for any predicted noise impacts that exceed target noise exposure limits. They will also identify specific setbacks or wall geometrics needed to meet the County's exterior noise standards along project area roadways, if necessary. As part of the programmatic work, G&A will prepare preliminary guidance on structural mitigation requirements for homes along project area arterial roadways. Finally, G&A will summarize its findings in a "stand-alone" draft noise technical report suitable for inclusion in the EIR appendices.

5. Geotechnical Study - Leighton & Associates (L&A)

L&A will prepare a limited geotechnical study for the proposed project to observe the general distribution of surficial earth units and evaluate potential significant geotechnical issues at the site. Due to the size of the area and lack of specified development plans, L&A proposes no subsurface investigation, but rather focuses on limited surface geologic mapping and review of existing maps and reports. Since site specific studies will be required as part of specific development plans, the L&A study can be used to set the parameters for future studies.

First, L&A will review of geotechnical data pertinent to the site available from our in-house library and files at the County of San Bernardino, and obtain and review historic aerial photographs of the site. L&A will then conduct limited field geologic reconnaissance of the site to observe the existing conditions and the general distribution of earth units as observed on the surface of the site.

Based on available data, L&A will perform a geotechnical engineering interpretation and evaluation of the site based upon the results of our field mapping and office review. L&A will review the various geotechnical issues that are present onsite and evaluate various measures to reduce the potential impacts to the site. Their analysis will address potential seismic hazards including onsite active faulting, secondary seismic hazards and seismic shaking, rippability, and other geotechnical issues in a general sense. It will also propose mitigation measures where necessary based on anticipated conditions. Finally, L&A will prepare a written report suitable for inclusion in the EIR appendices.

## **TASK E. ENVIRONMENTAL ASSESSMENT**

Once the appropriate data has been collected and presented, it can be analyzed in terms of potential environmental impacts from the project. Each issue analyzed will present existing conditions, significance thresholds, impact analysis, mitigation measures, and significance after mitigation. Based on the County's RFP, Initial Study, and available technical studies, TKC anticipates analyzing the following issues in detail in this EIR (note: the order of issues is based on the County's Initial Study form, not the order of importance):

1. Aesthetics (Views/Lighting/Glare)

Views of the site are available from the I-15 Freeway and National Trails Highway, both of which are classified as scenic corridors. In addition, local residents will be very concerned about the appearance of development, especially where it is proximate to their properties. Development may also modify some natural features or remove large amounts of desert vegetation. To analyze potential impacts, TKC will utilize computerized renderings of actual site photographs from prominent locations, especially from the two scenic corridors and established communities. TKC will prepare a rendering using an overhead or oblique aerial photograph to show the appearance of typical built-out development. This technique can also identify the need for location of landscaping and other types of screening materials. Use of native materials (e.g., rocks, vegetation) will also be examined as a mitigation for potential aesthetic impacts. TKC will also carefully analyze potential impacts of light and glare from new housing or roadways on existing residents and uses. Mitigations for specific areas will be included in checklist forms that will accompany the Mitigation Monitoring and Reporting Program.

## 2. Agricultural Resources

TKC will utilize historical and current aerial photos, and data from the County Farm Bureau to identify areas of historical or existing agriculture. TKC will also utilize existing resources of the federal Natural Resources Conservation Service (formerly the Soil Conservation Service) to identify areas with prime agricultural soils, and areas classified as having state or locally important farmland. TKC will then evaluate potential impacts of removing any or all of these lands from production based on the proposed development plan. Mitigation measures as appropriate will be proposed, including open space conservation easements and other mechanisms for preserving important agricultural land.

## 3. Air Quality

Giroux & Associates (G&A) will prepare an air quality report for the project based on the traffic report to be prepared by George Dunn Engineering. TKC will utilize the G&A report and other available information to evaluate potential air quality impacts from the project, including smoke, carbon monoxide, and other pollutants associated with rural homes, including wood fires. The air quality report will be the basis, but not the only source of data, for this analysis. TKC will use appropriate methods of evaluating both construction and operational impacts. The EIR will include calculations based on appropriate methodologies established by the Mojave Desert Air Quality Management District, modified as needed to account for the project's specific location and conditions. TKC will especially be sensitive to construction impacts such as dust and carbon monoxide "hot spots" from idling vehicles. Phasing will be another important consideration based on the project design, which will focus attention on any major infrastructure improvements such as road construction. Mitigations for specific areas will be included in checklist forms that will accompany the Mitigation Monitoring and Reporting Program.

## 4. Biological Resources

Michael Brandman Associates (MBA) will prepare a Biological Assessment Report for this project. TKC will use that report and other available data to evaluate the project's impacts on biological resources such as the desert tortoise, Mojave ground squirrel, etc. MBA will also identify locations where specialized protocol surveys for listed or otherwise sensitive species are needed (see Mitigation Monitoring and Reporting Plan, Task H). TKC and MBA will work together to determine specific impacts of the project on each sensitive species, and develop mitigation measures as appropriate to reduce potential impacts. This team has been very successful in the past in finding creative solutions to difficult problems related to biological resources.

MBA will carefully evaluate any impacts of the project on wildlife movement or wildlife movement corridors, as identified in the County Open Space Element of the General Plan. TKC will then evaluate the project carefully to determine the most (or least) appropriate locations for rural residential uses.

The TKC team will consult with appropriate personnel at the resource agencies on these issues to assure that their concerns are addressed. It is indeed fortunate the TKC team includes Dr. McGill, who has worked closely with resource agency staffs over the years on these types of issues. Mitigations for specific areas will be included in checklist forms that will accompany the Mitigation Monitoring and Reporting Program (see Task H).

## 5. Cultural Resources

TKC Cultural Resources staff will first review the existing cultural resources reports, then examine other existing records at the County Museum. Many portions of the Mojave desert basin are considered sensitive for archaeological and/or historic resources, so TKC staff will utilize available information to determine where

or what additional work must be done to adequately characterize archaeological or historical resources of particular development sites within the project area. TKC will also contact local historical groups or societies for information on local historical resources or sites.

TKC will work with County Museum staff to develop appropriate mitigation measures, some of which may be incorporated into checklists in the Mitigation Monitoring and Reporting Plan document for future use by individual homeowners (see Task H).

Regarding paleontological resources, TKC will evaluate available data on the location and content of local geologic formations to determine areas of highest sensitivity for paleontological resources. TKC will then work with County Museum staff to develop appropriate mitigation measures, some of which may be incorporated into checklists in the Mitigation Monitoring and Reporting Plan document for future use by individual homeowners (see Task H).

#### 6. Geology and Soils

TKC will utilize the limited geotechnical report prepared by Leighton & Associates to evaluate potential impacts on development related to earth resources. In addition, TKC will utilize other sources, including the California Division of Mines and Geology and the U.S. Natural Resources Conservation Service, to identify potential earth-related impacts of the project. The EIR will contain a discussion of the existing soils, their physical and engineering characteristics, and potential limitations. For example, careful grading and construction techniques must be employed in certain areas to minimize erosion and sedimentation. Fortunately, TKC's parent company is a civil engineering firm, and has in-house civil engineers who can evaluate development of this type of facility based on local soil characteristics. TKC Engineering staff will review the L&A report and suggest appropriate mitigations to alleviate impacts of the project on the local soils. TKC will identify appropriate mitigation measures to be incorporated into checklists in the Mitigation Monitoring and Reporting Plan document for future use by individual homeowners (see Task H).

#### 7. Hazards and Hazardous Materials

TKC will evaluate the potential for injury or damage related to wildland fires and emergency access. Other potential hazards such as train accidents, conflicts with existing pipelines, evacuation during disasters like major earthquakes, etc. will be researched and discussed in the EIR, and appropriate mitigation recommended if needed. TKC will also evaluate the proposed locations for development relative to identified hazards. TKC will identify appropriate mitigation measures, some of which may be incorporated into checklists in the Mitigation Monitoring and Reporting Plan document for future use by individual homeowners (see Task H), given that many desert homeowners operate businesses out of their homes that may involve hazardous materials.

#### 8. Water Resources

The project site consists of desert hydrology - although the amount of amount present is limited at times, it does present potential hazards from flooding along desert washes at certain times, and it highlights a need to identify a long-term source or sources of water. The TKC Planning, Environmental, and Engineering staffs will examine potential impacts to local area drainages, both on- and offsite, including primary receiving bodies. Impacts to water quality from wind and water erosion of exposed soils will be examined and erosion control measures recommended as appropriate. TKC will work closely with the Lahontan Regional Water Quality Control Board to identify current requirements regarding water quality and appropriate mitigation for this type of project. TKC will identify appropriate mitigation measures, some of which may be incorporated into checklists in the Mitigation Monitoring and Reporting Plan document for future use by individual homeowners (see Task H).

9. Land Use and Planning

TKC will evaluate the proposed project in relation to existing and planned land uses. We will also evaluate the project relative to the policies and goals of the County General Plan and the West Mojave Planning Area of the California Desert Conservation Plan. The focus of this analysis will be on consistency and compatibility with land uses, especially existing (conforming) uses and established communities. If necessary, TKC will prepare an impact matrix to compare the relative impact of rural residential uses in various locations to more clearly identify areas of potential conflict. As is typical for TKC, the project staff will become very familiar with the site and surrounding area, and use a variety of tools (e.g., aerial photos, assessor maps) to accurately characterize existing uses. The exact location of proposed uses will also be examined to determine if any mitigation measures would involve moving proposed uses. TKC will identify appropriate mitigation measures to be incorporated into checklists in the Mitigation Monitoring and Reporting Plan document for future use by individual homeowners (see Task H).

10. Mineral Resources

TKC will utilize the information in the existing mineral reports as a basis for evaluating potential impacts of development on regional mineral resources. TKC will utilize this and other information available from the California Geologic Survey (formerly the Department of Mines and Geology) in this regard. If necessary, TKC will identify areas of resources where special mitigation measures must be employed, or recommend areas where development is restricted or precluded.

11. Noise

TKC will utilize the noise assessment prepared by Giroux & Associates to evaluate potential noise impacts from project vehicles along local roadways. This assessment will use well-established methodologies of the Federal Highway Administration (FHWA). In addition, TKC will closely evaluate potential noise impacts from stationary sources and will recommend measures to help mitigate or lower potential noise impacts to assure that local standards are met. TKC also intends to use the lower of the two standard thresholds of significance for noise impacts (3 dB vs. 5 dB) due to the low ambient noise levels typically experienced in desert communities. TKC will recommend mitigation as appropriate that can be incorporated into the Mitigation and Monitoring Reporting Plan (see Task H).

12. Population and Housing

TKC will evaluate the short- and long-term impacts of the project on area population housing, both existing and projected. TKC will utilize data from the County, federal census, and Southern California Association of Governments in this regard. TKC will also analyze the project relative to any County policies on growth and housing.

13. Public Services

TKC will research existing levels of service and future needs for police, fire, schools, and other services for the proposed project. TKC will collect and discuss information with the appropriate County Department or other agency to make sure the latest information is used, especially in terms of future service (i.e., at buildout). Mitigation measures as necessary will be developed to alleviate any identified service problems. In addition, TKC will identify measures that can be incorporated into the Mitigation and Monitoring Reporting Plan (see Task H) for individual homeowners to implement.



14. Recreation

TKC will examine both short- and long-term impacts to recreation, both facilities and services, that may result during implementation of the proposed project. TKC will coordinate with County parks staff to identify potential future park sites. TKC will identify any fair share contributions, in lieu fees, or parkland dedications that will be generated by the project so that future uses will provide appropriate compensation for recreational improvements. TKC will identify any measures in this regard that can be incorporated into the Mitigation and Monitoring Reporting Plan (see Task H) for individual homeowners.

15. Transportation/Traffic

TKC will utilize the Traffic Impact Analysis prepared by George Dunn Engineering (GDE) to evaluate traffic impacts of the project, especially at already congested intersections, or those intersections that are expected to become congested in the future. Focus will be placed on intersections along or leading to the I15 Freeway and National Trails Highway (Route 66). Special attention will also be given to any local intersections that already exceed County LOS guidelines, and any peak hour impacts to small intersections that might not exceed LOS standards but significantly increase delay. TKC and GDE will work closely to identify concerns of local residents regarding these types of intersections, and to propose mitigation if conditions warrant.

16. Utilities and Service Systems

TKC will research existing levels of service and future needs for water, sewer, flood control, electricity, natural gas, communications, and other necessary utility services required for the proposed project. TKC will collect and discuss information with the appropriate County Department or other agency to make sure the latest information is used. Mitigation measures as necessary will be developed to alleviate any identified utility problem. Information from local agencies will be used to identify and analyze utility impacts. TKC will also analyze information on existing wells to determine if there could be impacts to neighboring uses or local water supplies. TKC will also work closely with County staff and the applicant to assure that appropriate long-term water supply information is provided by the local water purveyor(s) consistent with SB 221 and SB 601 guidelines.

17. Mandatory Findings of Significance

Based on the results of the previous 16 sections, TKC will summarize findings that would indicate significant impacts of the proposed project.

18. Cumulative Impacts

TKC will work with County staff to develop the most current list of potential development and public works projects that might contribute to cumulative environmental impacts in the project area, especially considering there is already an existing conference center adjacent to the site. TKC has years of experience in analyzing these types of impacts, including indications from the latest CEQA cases as to appropriate ways of analyzing cumulative impacts.

19. Alternatives

TKC will work closely with County planning staff to develop the most appropriate alternatives to the proposed project. TKC has many years of experience in drafting alternatives in relation to not only potentially significant impacts, but also the project objectives, which makes it more likely to approve any Statement of Overriding Consideration that might be needed for the project.

## TASK F. SCREENCHECK EIR

TKC will incorporate all of the information and analyses into a Screencheck EIR document for review by County staff. This document will comply with the latest CEQA guidelines and the County's CEQA procedures. Each environmental issue addressed in the EIR will include a description of the existing conditions, a discussion of significance criteria or thresholds, complete impact analysis, recommended mitigation measures, and level of significance after mitigation. In addition to the environmental analyses, the document will include an executive summary, introduction, project description, alternatives analysis, and cumulative impact analysis. Appropriate support materials including figures, graphics, tables, appendices, etc. will also be provided. Based on past work, TKC anticipates the need for 2 Screencheck documents to assure that all staff comments have been incorporated to their satisfaction.

TKC will provide the County with four (4) copies of each Screencheck EIR. The first Screencheck EIRs will be delivered within ten (10) weeks after the technical reports are complete. The second Screencheck EIR will be delivered within 1 week of receipt of County staff comments.

## TASK G. DRAFT EIR

TKC will incorporate comments on the Screencheck EIR from County staff into a Revised Draft EIR ready for public review. TKC will provide the County with 100 copies to the Revised Draft EIR for distribution to the state Clearinghouse, various public agencies, and members of the public. TKC will complete the Draft EIR within 2 weeks of receiving County staff comments. TKC will provide the County with a reproducible original and a .pdf format document on CD-ROM, including text in MS Word 97 or other acceptable electronic format.

## TASK H. FINAL EIR

TKC will prepare a **Response to Comments** for the Draft EIR to address all comments made by agencies and individuals. TKC will then circulate draft comments to County staff for review and approval before sending them to the commenting agencies at least 10 days prior to County certification of the EIR. TKC will then incorporate the Response to Comments with other material into a Final EIR document in a format approved by County staff. TKC will also assist the County Attorney in preparing Findings for certification of the EIR. TKC will provide 60 copies of the FEIR plus one (1) computer disk in appropriate electronic format to the County.

TKC will prepare a **Mitigation Monitoring and Reporting Plan (MMRP)** to meet the latest CEQA and County requirements. In addition, this project is rather complex in terms of development locations, and its development will be phased over time and most likely built by individual property owners. Therefore, TKC proposes to prepare a series of **Checklists** to accompany the MMRP that can be given to individual property owners or developers to specify exactly which mitigation measures must be implemented in certain areas to comply with the MMRP. TKC has found this tool extremely helpful to not only property owners but also County staff over time who must implement the requirements of the MMRP.

## TASK I. MEETINGS

TKC will coordinate with **County Staff** as necessary for the smooth functioning of the project. TKC will meet with County staff up to six (6) times during preparation of the EIR. TKC will also meet with responsible agencies as needed during the scoping process.

TKC proposes one (1) **Community Forum** as a public information and scoping meeting with area residents. TKC will provide display materials for these meetings if needed. The large size of the project area would preclude a direct mailing for this type of meeting. However, TKC recommends County staff publish a notice in the local newspapers but also send a direct mailing to local agencies and organizational representatives to attend this forum. This meeting will help provide public information, improve public relations, and provide

information to the EIR process regarding potential impacts, mitigation measures, and project alternatives.

TKC will meet with the County's **Environmental Review Committee** (ERC) up to two (2) times to receive feedback on the project documents and process.

TKC will attend two (2) public hearing with the **Planning Commission** or Board of Supervisors regarding the project during the public review period of the EIR.

TKC will participate in up to one (1) appeal hearing if necessary on this project.

County staff and TKC may mutually agree to substitute meetings as needed within the total fourteen (14) meetings specified as needed to successfully complete the project. However, meetings in addition to the total identified above will be charged on a Time and Materials basis.

## ATTACHMENT 2 BUDGET PROPOSAL

The Keith Companies, Inc. (TKC) will complete the identified scope of services for a total not-to-exceed fee of \$145,582. This fee includes all tasks necessary to prepare and process a Final Environmental Impact Report for the proposed P&V Enterprises High Desert Residential project. The fee breakdown is described below:

TKC labor fees will total \$86,132 for EIR preparation, meeting attendance, and project management. This fee includes several technical studies in support of the EIR, including traffic (George Dunn Engineering), noise and air quality studies (Giroux and Associates), biological resources (MBA), and geotechnical analysis (Leighton & Associates). Fees for these subconsultant reports total \$50,950.

Direct costs totaling \$8,500 include document reproduction, postage, delivery, and mileage. Document copies will be provided in the number specified in the scope of services. Camera-ready and electronic copies of key deliverables will also be provided.

**PROJECT BUDGET (TABLE)**

<b>TASK</b>	<b>COST</b>
Project Initiation	\$2,589
Data Collection/Scoping	\$5,556
<b>Technical Studies</b>	
Traffic – George Dunn Engineering	\$7,150
Noise – Giroux & Associates	\$1,650
Air Quality – Giroux & Associates	\$2,050
Biological Resources – MBA	\$28,550
Geotechnical – Leighton & Associates	<u>\$11,550</u>
<b>Total</b>	\$50,950
Environmental Assessment	\$48,760
Screencheck EIR	\$9,285
Draft EIR	\$5,968
Final EIR	\$8,918
Meetings	\$5,056
Direct Costs (reimbursables*)	\$8,500
<b>TOTAL FEES</b>	<b>\$145,582</b>

\* mileage, postage, copies, etc.